



Commonwealth of Virginia

VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

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**STATE WATER CONTROL BOARD
ENFORCEMENT ACTION - ORDER BY CONSENT
ISSUED TO
FREEDOM OIL, LLC
FOR
MINIT MART 582
Facility ID No. 4000546**

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code § 62.1-44.15, between the State Water Control Board and Freedom Oil, LLC for the purpose of resolving certain violations of the State Water Control Law and the applicable regulations.

SECTION B: Definitions

Unless the context clearly indicates otherwise, the following words and terms have the meanings assigned to them below:

1. "Board" means the State Water Control Board, a permanent citizens' board of the Commonwealth of Virginia, as described in Va. Code §§ 10.1-1184 and 62.1-44.7.
2. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia, as described in Va. Code § 10.1-1183.
3. "Director" means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.
4. "Facility" means the physical location where the UST and/or UST system is installed and/or operated, known as Minit Mart 582 located at 14008 Midlothian Turnpike, Chesterfield County, Virginia. The Facility's UST and/or UST system are owned and

operated by Freedom Oil, LLC and the Facility is further identified by UST Facility ID# 4000546.

5. "Financial Responsibility" means the ability to demonstrate that one has the financial resources available to pay for the costs of containment and cleanup and third party lawsuits in the event of a release from an UST or UST system.
6. "Form 7530-2" means the Notification for Underground Storage Tanks form used by DEQ to register and track USTs for proper operation, closure and ownership, in accordance with 9 VAC 25-580-70.
7. "Freedom Oil" means Freedom Oil, LLC, a limited liability company authorized to do business in Virginia and its affiliates, partners, and subsidiaries. Freedom Oil is a "person" who owns and operates the Facility.
8. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 62.1-44.15.
9. "Operator" means any person in control of, or having responsibility for, the daily operation of the UST system as defined in Va. Code § 62.1-44.34:8 and 9 VAC 25-580-10.
10. "Order" means this document, also known as a "Consent Order" or "Order by Consent," a type of Special Order under the State Water Control Law.
11. "Owner" means any person who owns an UST system used for storage, use, or dispensing of regulated substances as defined in Va. Code § 62.1-44.34:8 and 9 VAC 25-580-10.
12. "Person" means an individual, trust, firm, joint stock company, corporation, including a government corporation, partnership, association, any state or agency thereof, municipality, county, town, commission, political subdivision of a state, any interstate body, consortium, joint venture, commercial entity, the government of the United States or any unit or agency thereof.
13. "PRO" means the Piedmont Regional Office of DEQ, located in Glen Allen, Virginia.
14. "Regulated Substance" means an element, compound, mixture, solution or substance that, when released into the environment, may present substantial danger to the public health or welfare, or the environment, as defined in Va. Code § 62.1-44.34:8 and 9 VAC 25-580-10.
15. "Regulations" means the Underground Storage Tanks: Technical Standards and Corrective Action Requirements, 9 VAC 25-580-10 *et seq.*

16. "Release detection" means determining whether a release of a regulated substance has occurred from the UST system into the environment or into the interstitial space between the UST system and its secondary barrier or secondary containment around it.
17. "State Water Control Law" means Chapter 3.1 (§ 62.1-44.2 *et seq.*) of Title 62.1 of the Va. Code. Article 9 (Va. Code §§ 62.1-44.34:8 through 62.1-44.34:9) of the State Water Control Law addresses Storage Tanks.
18. "Underground Storage Tank" or "UST" means any one or combination of tanks (including underground pipes connected thereto) that is used to contain an accumulation of regulated substances, and the volume of which (including the volume of underground pipes connected thereto) is 10% or more beneath the surface of the ground as defined in Va. Code § 62.1-44.34:8 and 9 VAC 25-580-10.
19. "Va. Code" means the Code of Virginia (1950), as amended.
20. "VAC" means the Virginia Administrative Code.
21. "Warning Letter" or "WL" means a type of Notice of Alleged Violation under Va. Code § 62.1-44.15.

SECTION C: Findings of Fact and Conclusions of Law

1. Freedom Oil is the owner and operator of the Facility. Freedom Oil stores a regulated substance in the form of gasoline in USTs at the Facility.
2. On June 13, 2018, Department staff from PRO's Petroleum Program inspected the Facility to evaluate Freedom Oil's compliance with the requirements of the State Water Control Law and the Regulations (the "2018 Inspection"). There were two 10,000 gallon gasoline USTs at the Facility ("Tank 1C" and "Tank 2C" respectively). DEQ staff noted the following relevant observations:
 - a. Tank release detection records were not available.
 - b. Pipe release detection records were not available.
 - c. Incorrect registered owner information.
 - d. No Class C operator on site during operation at a manned facility.
3. DEQ staff sent Warning Letter No. TPRO229296 on December 3, 2018 for the violations listed in Paragraphs C(2)(a) through (d), above. The Warning Letter requested that Freedom Oil respond in writing by March 3, 2019 and included a copy of the inspection report.

4. On November 6, 2019, the Department issued Notice of Violation No. TPRO 241536 (the “NOV”) to the Freedom Oil for violations listed in Paragraphs C(2)(a) through (d), above. However, a review of the record shows that the violation listed in Paragraph C(2)(b) was resolved February of 2019 with passing pipe release detection records.
5. In February of 2020, DEQ staff spoke with the owners of Freedom Oil, who did not dispute the observations in the NOV. As a result of this and subsequent discussions between the owners of Freedom Oil and DEQ staff, financial assurance deficiencies were uncovered and a new inspection of the Facility’s UST system was scheduled. Financial assurance deficiencies were referred to enforcement, and Freedom Oil was notified of the referral on June 16, 2020. Freedom Oil has not disputed this deficiency.
6. On October 20, 2020, Department staff from PRO’s Petroleum Program again inspected the Facility to evaluate Freedom Oil’s compliance with the requirements of the State Water Control Law and the Regulations (the “2020 Inspection”). The inspection report was sent to Freedom Oil on October 30, 2020. DEQ staff observed the following:
 - a. Tank release detection not conducted monthly on Tank 2C.
 - b. Line tightness test not conducted annually.
 - c. Automatic Line Leak Detectors not tested annually.
 - d. Designation of operators not provided.
 - e. Class C training documentation not provided.
 - f. Emergency response procedures not provided or kept on site.
 - g. Current owner has never registered as UST owner.
7. 9 VAC 25-580-130 requires that owners and operators must provide a method, or combination of methods, of release detection that can detect a release from any portion of the tank and the connected underground piping that routinely contains product.
8. 9 VAC 25-580-140 requires that tank release detection be conducted using one of the methods listed in 9 VAC 25-580-160 and that pipe release detection be conducted using one of the methods listed in 9 VAC 25-580-170.
9. 9 VAC 25-580-125 requires that operator training certificates and documentation be maintained and readily available for review, and a list of designated operators and emergency response procedures be kept onsite and immediately available for review in accordance with 9 VAC 25-580-120.
10. 9 VAC 25-580-125.B.4.b. requires that, for manned facilities, a Class C operator be onsite whenever the UST facility is in operation.

11. 9 VAC 25-590-40(A) requires that owners or operators of petroleum USTs shall demonstrate financial responsibility for taking corrective action and for compensating third parties for bodily injury and property damage caused by accidental releases arising from the operation of petroleum underground storage tanks.
12. 9 VAC 25-580-70 requires UST owners to submit an amended notification form within 30 days after any change in ownership, tank status, tank/piping systems, or substance stored.
13. Freedom Oil and DEQ staff have met and conducted phone conferences on numerous occasions regarding the NOV and the 2020 Inspection. Freedom Oil has not disputed the observations described therein.
14. Based on the results of the 2018 Inspection, the 2020 Inspection, and statements made by Freedom Oil, the Board concludes that Freedom Oil has violated 9 VAC 25-580-130, 9 VAC 25-580-140, 9 VAC 25-580-160, 9 VAC 25-580-170, 9 VAC 25-580-125, 9 VAC 25-580-120, 9 VAC 25-580-70, 9 VAC 25-590-40(A), 9 VAC 25-590-50 as described in the paragraphs above.
15. Freedom Oil has submitted documentation that verifies that the violations described in Paragraphs C(2)(a)-(d) and (6)(a)-(d), (f) and (g) have been corrected.
16. In order for Freedom Oil to complete its return to compliance, DEQ staff and representatives of Freedom Oil have agreed to the Schedule of Compliance, which is incorporated as Appendix A of this Order.

SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code §§ 62.1-44.15, the Board orders Freedom Oil, and Freedom Oil agrees to:

1. Perform the actions described in Appendix A of this Order; and
2. Pay a civil charge of \$10,687.81 as described in Appendix A of this Order in settlement of the violations cited in this Order.

Payment shall be made by check, certified check, money order or cashier's check payable to the "Treasurer of Virginia," and delivered to:

Receipts Control
Department of Environmental Quality
Post Office Box 1104
Richmond, Virginia 23218

Freedom Oil shall include its Federal Employer Identification Number (FEIN) with the civil charge payment and shall indicate that the payment is being made in accordance with the requirements of this Order for deposit into the Virginia Petroleum Storage Tank Fund (VPSTF). If the Department has to refer collection of moneys due under this Order to the Department of Law, Freedom Oil shall be liable for attorneys' fees of 30% of the amount outstanding.

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend this Order with the consent of Freedom Oil for good cause shown by Freedom Oil, or on its own motion pursuant to the Administrative Process Act, Va. Code § 2.2-4000 *et seq.*, after notice and opportunity to be heard.
2. This Order addresses and resolves only those violations specifically identified in Section C of this Order, NOV No. TPRO241536 dated November 6, 2019, Warning Letter No. TPRO229296 dated December 3, 2018, and the 2020 Inspection. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility; or (3) taking subsequent action to enforce the Order.
3. For purposes of this Order and subsequent actions with respect to this Order only, Freedom Oil admits the jurisdictional allegations, findings of fact, and conclusions of law contained herein.
4. Freedom Oil consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.
5. Freedom Oil declares it has received fair and due process under the Administrative Process Act and the State Water Control Law and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to modify, rewrite, amend, or enforce this Order.
6. Failure by Freedom Oil to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. Freedom Oil shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other unforeseeable circumstances beyond its control and not due to a

lack of good faith or diligence on its part. Freedom Oil shall demonstrate that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Freedom Oil shall notify the DEQ Regional Director verbally within 24 hours and in writing within three business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:

- a. the reasons for the delay or noncompliance;
- b. the projected duration of any such delay or noncompliance;
- c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
- d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director verbally within 24 hours and in writing within three business days, of learning of any condition above, which the parties intend to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto and any successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and Freedom Oil. Nevertheless, Freedom Oil agrees to be bound by any compliance date which precedes the effective date of this Order.
11. This Order shall continue in effect until:
 - a. The Director or his designee terminates the Order after Freedom Oil has completed all of the requirements of the Order;
 - b. Freedom Oil petitions the Director or his designee to terminate the Order after it has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order; or
 - c. the Director or Board terminates the Order in his or its sole discretion upon 30 days' written notice to Freedom Oil.

Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Freedom Oil from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

12. Any plans, reports, schedules or specifications attached hereto or submitted by Freedom Oil and approved by the Department pursuant to this Order are incorporated into this Order. Any non-compliance with such approved documents shall be considered a violation of this Order.
13. The undersigned representative of Freedom Oil certifies that he or she is a responsible official or officer authorized to enter into the terms and conditions of this Order and to execute and legally bind Freedom Oil to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of Freedom Oil.
14. This Order constitutes the entire agreement and understanding of the parties concerning settlement of the violations identified in Section C of this Order, and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Order.
15. By its signature below, Freedom Oil voluntarily agrees to the issuance of this Order.

And it is so ORDERED this _____ day of _____, 2021.

James J. Golden, Regional Director
Department of Environmental Quality

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Freedom Oil, LLC voluntarily agrees to the issuance of this Order.

Date: 11/16/21 By: Bhank Shah, Managing Member
(Person) (Title)
Freedom Oil, LLC

Commonwealth of Virginia
City/County of Henrico

The foregoing document was signed and acknowledged before me this 16th day of
November, 2021, by Bhank Shah who is
managing member of Freedom Oil, LLC on behalf of the company.

Linn Cullen
Notary Public

7848883
Registration No.

My commission expires: April 30, 2023

Notary seal:



APPENDIX A SCHEDULE OF COMPLIANCE

1. Corrective Actions

- a. By January 1, 2022, Freedom Oil shall submit to DEQ tank release detection records for Tank 2C showing passing results for release detection conducted in accordance with 9 VAC 25-580-140, and -160. Records shall be submitted on the due date and every 30 days thereafter for a period of six months or for a total of six occurrences, whichever is later.
- b. By November 1, 2021, Freedom Oil shall submit to DEQ evidence of financial responsibility in accordance with 9 VAC 25-590-40, and -50.
- c. By November 1, 2021, Freedom Oil shall conduct annual refresher training for all Class C operators and submit to DEQ documentation showing the same.

2. Payment of Civil Charge

- a. Initial Payment. Within 30 days of the effective date of this Order, submit an initial payment of \$2,137.56.
- b. Monthly Payments. On the 5th day of the month following the month in which the initial payment is made and on the 5th day of each month thereafter until paid in full make the following payments:

Month 1: \$475.01
Month 2: \$475.01
Month 3: \$475.01
Month 4: \$475.01
Month 5: \$475.01
Month 6: \$475.01
Month 7: \$475.01
Month 8: \$475.01
Month 9: \$475.01
Month 10: \$475.01
Month 11: \$475.01
Month 12: \$475.01
Month 13: \$475.01
Month 14: \$475.01
Month 15: \$475.01
Month 16: \$475.01
Month 17: \$475.01
Month 18: \$475.08

3. **DEQ Contact**

Unless otherwise specified in this Order, Freedom Oil shall submit all requirements of Appendix A of this Order to:

Aree Reinhardt, Enforcement Specialist
Piedmont Regional Office
4949A Cox Road
Glen Allen, VA 23060
804-527-5079
aree.reinhardt@deq.virginia.gov